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9 UNITED STATES DISTRICT COURT  
10 CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

11 BRIAN McMILLAN,

12  
13 Plaintiff,

14 vs.

15 DOUG CIRBO, MARK TETTEMER,  
16 SCOTT VOIGTS, ROBERT PEQUENO,  
17 BENJAMIN YU, DEBRA ROSE, CITY  
18 OF LAKE FOREST AND DOES 1 TO  
19 10,

20 Defendants.

Case No.: 8:25-cv-00425-SRM (JDEx)

**STIPULATED PROTECTIVE  
ORDER**

21 Based on the parties' Stipulation (Dkt. 38) and for good cause shown, the  
22 Court finds and orders as follows.

23 1. PURPOSES AND LIMITATIONS

24 Discovery in this action is likely to involve production of confidential,  
25 proprietary or private information for which special protection from public  
26 disclosure and from use for any purpose other than pursuing this litigation may be  
27 warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
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1 enter the following Stipulated Protective Order. The parties acknowledge that this  
2 Order does not confer blanket protections on all disclosures or responses to  
3 discovery and that the protection it affords from public disclosure and use extends  
4 only to the limited information or items that are entitled to confidential treatment  
5 under the applicable legal principles.

6 2. GOOD CAUSE STATEMENT

7 This action is likely to involve criminal and/or administrative files of  
8 commercial tenants, financial and/or proprietary information for which special  
9 protection from public disclosure and from use for any purpose other than  
10 prosecution of this action is warranted. Such confidential and proprietary materials  
11 and information consist of, among other things, criminal and/or administrative files  
12 of commercial tenants, confidential business or financial information, information  
13 regarding confidential business practices, or other confidential research,  
14 development, or commercial information (including information implicating  
15 privacy rights of third parties), information otherwise generally unavailable to the  
16 public, or which may be privileged or otherwise protected from disclosure under  
17 state or federal statutes, court rules, case decisions, or common law. Accordingly,  
18 to expedite the flow of information, to facilitate the prompt resolution of disputes  
19 over confidentiality of discovery materials, to adequately protect information the  
20 parties are entitled to keep confidential, to ensure that the parties are permitted  
21 reasonable necessary uses of such material in preparation for and in the conduct of  
22 trial, to address their handling at the end of the litigation, and serve the ends of  
23 justice, a protective order for such information is justified in this matter. It is the  
24 intent of the parties that information will not be designated as confidential for  
25 tactical reasons and that nothing be so designated without a good faith belief that it  
26 has been maintained in a confidential, non-public manner, and there is good cause  
27 why it should not be part of the public record of this case.  
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1           3.     ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

2           The parties further acknowledge, as set forth in Section 14.3, below, that this  
3     Stipulated Protective Order does not entitle them to file confidential information  
4     under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
5     and the standards that will be applied when a party seeks permission from the court  
6     to file material under seal. There is a strong presumption that the public has a right  
7     of access to judicial proceedings and records in civil cases. In connection with non-  
8     dispositive motions, good cause must be shown to support a filing under seal. See  
9     *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006),  
10    *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-*  
11    *Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even  
12    stipulated protective orders require good cause showing), and a specific showing of  
13    good cause or compelling reasons with proper evidentiary support and legal  
14    justification, must be made with respect to Protected Material that a party seeks to  
15    file under seal. The parties' mere designation of Disclosure or Discovery Material  
16    as CONFIDENTIAL does not — without the submission of competent evidence by  
17    declaration, establishing that the material sought to be filed under seal qualifies as  
18    confidential, privileged, or otherwise protectable — constitute good cause.

19           Further, if a party requests sealing related to a dispositive motion or trial,  
20    then compelling reasons, not only good cause, for the sealing must be shown, and  
21    the relief sought shall be narrowly tailored to serve the specific interest to be  
22    protected. See *Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir.  
23    2010). For each item or type of information, document, or thing sought to be filed  
24    or introduced under seal, the party seeking protection must articulate compelling  
25    reasons, supported by specific facts and legal justification, for the requested sealing  
26    order. Again, competent evidence supporting the application to file documents  
27    under seal must be provided by declaration.  
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1 Any document that is not confidential, privileged, or otherwise protectable  
2 in its entirety will not be filed under seal if the confidential portions can be  
3 redacted. If documents can be redacted, then a redacted version for public viewing,  
4 omitting only the confidential, privileged, or otherwise protectable portions of the  
5 document, shall be filed. Any application that seeks to file documents under seal in  
6 their entirety should include an explanation of why redaction is not feasible.

7 4. DEFINITIONS

8 4.1 Action: This pending federal lawsuit.

9 4.2 Challenging Party: a Party or Non-Party that challenges the  
10 designation of information or items under this Order.

11 4.3 “CONFIDENTIAL” Information or Items: information  
12 (regardless of how it is generated, stored or maintained) or tangible things that  
13 qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified  
14 above in the Good Cause Statement.

15 4.4 Counsel: Outside Counsel of Record and House Counsel (as  
16 well as their support staff).

17 4.5 Designating Party: a Party or Non-Party that designates  
18 information or items that it produces in disclosures or in responses to discovery as  
19 “CONFIDENTIAL.”  
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21 4.6 Disclosure or Discovery Material: all items or information,  
22 regardless of the medium or manner in which it is generated, stored, or maintained  
23 (including, among other things, testimony, transcripts, and tangible things), that are  
24 produced or generated in disclosures or responses to discovery.

25 4.7 Expert: a person with specialized knowledge or experience in a  
26 matter pertinent to the litigation who has been retained by a Party or its counsel to  
27 serve as an expert witness or as a consultant in this Action.  
28

1           4.8   House Counsel: attorneys who are employees of a party to this  
2   Action. House Counsel does not include Outside Counsel of Record or any other  
3   outside counsel.

4           4.9   Non-Party: any natural person, partnership, corporation,  
5   association or other legal entity not named as a Party to this action.

6           4.10   Outside Counsel of Record: attorneys who are not employees of  
7   a party to this Action but are retained to represent a party to this Action and have  
8   appeared in this Action on behalf of that party or are affiliated with a law firm that  
9   has appeared on behalf of that party, and includes support staff.

10          4.11   Party: any party to this Action, including all of its officers,  
11   directors, employees, consultants, retained experts, and Outside Counsel of Record  
12   (and their support staffs).

13          4.12   Producing Party: a Party or Non-Party that produces Disclosure  
14   or Discovery Material in this Action.

15          4.13   Professional Vendors: persons or entities that provide litigation  
16   support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
17   demonstrations, and organizing, storing, or retrieving data in any form or medium)  
18   and their employees and subcontractors.

19          4.14   Protected Material: any Disclosure or Discovery Material that is  
20   designated as “CONFIDENTIAL.”

21          4.15   Receiving Party: a Party that receives Disclosure or Discovery  
22   Material from a Producing Party.

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24        5.    SCOPE

25        The protections conferred by this Stipulation and Order cover not only  
26   Protected Material (as defined above), but also (1) any information copied or  
27   extracted from Protected Material; (2) all copies, excerpts, summaries, or  
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1 compilations of Protected Material; and (3) any testimony, conversations, or  
2 presentations by Parties or their Counsel that might reveal Protected Material.

3 Any use of Protected Material at trial shall be governed by the orders of the  
4 trial judge and other applicable authorities. This Order does not govern the use of  
5 Protected Material at trial.

6 6. DURATION

7 Once a case proceeds to trial, information that was designated as  
8 CONFIDENTIAL or maintained pursuant to this protective order used or  
9 introduced as an exhibit at trial becomes public and will be presumptively  
10 available to all members of the public, including the press, unless compelling  
11 reasons supported by specific factual findings to proceed otherwise are made to the  
12 trial judge in advance of the trial. See *Kamakana*, 447 F.3d at 1180-81  
13 (distinguishing “good cause” showing for sealing documents produced in  
14 discovery from “compelling reasons” standard when merits-related documents are  
15 part of court record). Accordingly, the terms of this protective order do not extend  
16 beyond the commencement of the trial.

17 7. DESIGNATING PROTECTED MATERIAL

18 7.1 Exercise of Restraint and Care in Designating Material for  
19 Protection. Each Party or Non-Party that designates information or items for  
20 protection under this Order must take care to limit any such designation to specific  
21 material that qualifies under the appropriate standards. The Designating Party must  
22 designate for protection only those parts of material, documents, items or oral or  
23 written communications that qualify so that other portions of the material,  
24 documents, items or communications for which protection is not warranted are not  
25 swept unjustifiably within the ambit of this Order.  
26

27 Mass, indiscriminate or routinized designations are prohibited. Designations  
28 that are shown to be clearly unjustified or that have been made for an improper

1 purpose (e.g., to unnecessarily encumber the case development process or to  
2 impose unnecessary expenses and burdens on other parties) may expose the  
3 Designating Party to sanctions.

4 If it comes to a Designating Party's attention that information or items that it  
5 designated for protection do not qualify for protection, the Designating Party must  
6 promptly notify all other Parties that it is withdrawing the inapplicable designation.

7 7.2 Manner and Timing of Designations. Except as otherwise  
8 provided in this Order, or as otherwise stipulated or ordered, Disclosure of  
9 Discovery Material that qualifies for protection under this Order must be clearly so  
10 designated before the material is disclosed or produced.

11 Designation in conformity with this Order requires:

12 (a) For information in documentary form (e.g., paper or electronic  
13 documents, but excluding transcripts of depositions or other pretrial or trial  
14 proceedings), that the Producing Party affix at a minimum, the legend  
15 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
16 contains protected material. If only a portion of the material on a page qualifies for  
17 protection, the Producing Party also must clearly identify the protected portion(s)  
18 (e.g., by making appropriate markings in the margins).

19 A Party or Non-Party that makes original documents available for inspection  
20 need not designate them for protection until after the inspecting Party has indicated  
21 which documents it would like copied and produced. During the inspection and  
22 before the designation, all of the material made available for inspection shall be  
23 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
24 documents it wants copied and produced, the Producing Party must determine  
25 which documents, or portions thereof, qualify for protection under this Order.  
26 Then, before producing the specified documents, the Producing Party must affix  
27 the "CONFIDENTIAL legend" to each page that contains Protected Material. If  
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1 only a portion of the material on a page qualifies for protection, the Producing  
2 Party also must clearly identify the protected portion(s) (e.g., by making  
3 appropriate markings in the margins).

4 (b) For testimony given in depositions that the Designating Party  
5 identifies the Disclosure or Discovery Material on the record, before the close of  
6 the deposition all protected testimony.

7 (c) For information produced in some form other than documentary  
8 and for any other tangible items, that the Producing Party affix in a prominent  
9 place on the exterior of the container or containers in which the information is  
10 stored the legend "CONFIDENTIAL." If only a portion or portions of the  
11 information warrants protection, the Producing Party, to the extent practicable,  
12 shall identify the protected portion(s).

13 7.3 Inadvertent Failures to Designate. If timely corrected, an  
14 inadvertent failure to designate qualified information or items does not, standing  
15 alone, waive the Designating Party's right to secure protection under this Order for  
16 such material. Upon timely correction of a designation, the Receiving Party must  
17 make reasonable efforts to assure that the material is treated in accordance with the  
18 provisions of this Order.

19  
20 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 8.1. Timing of Challenges. Any Party or Non-Party may challenge a  
22 designation of confidentiality at any time that is consistent with the Court's  
23 Scheduling Order.

24 8.2 Meet and Confer. The Challenging Party shall initiate the  
25 dispute resolution process under Local Rule 37-1 et seq.

26 8.3 Joint Stipulation. Any challenge submitted to the Court shall be  
27 via a joint stipulation pursuant to Local Rule 37-2.  
28



1           8.4 The burden of persuasion in any such challenge proceeding  
2 shall be on the Designating Party. Frivolous challenges, and those made for an  
3 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on  
4 other parties) may expose the Challenging Party to sanctions. Unless the  
5 Designating Party has waived or withdrawn the confidentiality designation, all  
6 parties shall continue to afford the material in question the level of protection to  
7 which it is entitled under the Producing Party's designation until the Court rules on  
8 the challenge.

9           9. ACCESS TO AND USE OF PROTECTED MATERIAL

10           9.1 Basic Principles. A Receiving Party may use Protected Material  
11 that is disclosed or produced by another Party or by a Non-Party in connection  
12 with this Action only for prosecuting, defending or attempting to settle this Action.  
13 Such Protected Material may be disclosed only to the categories of persons and  
14 under the conditions described in this Order. When the Action has been terminated,  
15 a Receiving Party must comply with the provisions of section 15 below (FINAL  
16 DISPOSITION).

17           Protected Material must be stored and maintained by a Receiving Party at a  
18 location and in a secure manner that ensures that access is limited to the persons  
19 authorized under this Order.

20           9.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
21 otherwise ordered by the court or permitted in writing by the Designating Party, a  
22 Receiving Party may disclose any information or item designated  
23 "CONFIDENTIAL" only to:

24           (a) The Receiving Party's Outside Counsel of Record in this  
25 Action, as well as employees of said Outside Counsel of Record to whom it is  
26 reasonably necessary to disclose the information for this Action;  
27  
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1 (b) The officers, directors, and employees (including House  
2 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for  
3 this Action;

4 (c) Experts (as defined in this Order) of the Receiving Party  
5 to whom disclosure is reasonably necessary for this Action and who have signed  
6 the "Acknowledgment and Agreement to Be Bound" (Exhibit "A");

7 (d) The court and its personnel;

8 (e) Court reporters and their staff;

9 (f) Professional jury or trial consultants, mock jurors, and  
10 Professional Vendors to whom disclosure is reasonably necessary for this Action  
11 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit  
12 "A");

13 (g) The author or recipient of a document containing the  
14 information or a custodian or other person who otherwise possessed or knew the  
15 information;

16 (h) During their depositions, witnesses, and attorneys for  
17 witnesses, in the Action to whom disclosure is reasonably necessary provided:  
18 (1) the deposing party requests that the witness sign the form attached as Exhibit  
19 "A" hereto; and (2) they will not be permitted to keep any confidential information  
20 unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit  
21 "A"), unless otherwise agreed by the Designating Party or ordered by the court.

22 Pages of transcribed deposition testimony or exhibits to depositions that reveal  
23 Protected Material may be separately bound by the court reporter and may not be  
24 disclosed to anyone except as permitted under this Stipulated Protective Order; and

25 (i) Any mediators or settlement officers and their supporting  
26 personnel, mutually agreed upon by any of the parties engaged in settlement  
27 discussions.  
28

1           10.   PROTECTED MATERIAL SUBPOENAED OR ORDERED  
2                   PRODUCED IN OTHER LITIGATION

3           If a Party is served with a subpoena or a court order issued in other litigation  
4 that compels disclosure of any information or items designated in this Action as  
5 “CONFIDENTIAL,” that Party must:

6                   (a)   Promptly notify in writing the Designating Party. Such  
7 notification shall include a copy of the subpoena or court order;

8                   (b)   Promptly notify in writing the party who caused the subpoena  
9 or order to issue in the other litigation that some or all of the material covered by  
10 the subpoena or order is subject to this Protective Order. Such notification shall  
11 include a copy of this Stipulated Protective Order; and

12                   (c)   Cooperate with respect to all reasonable procedures sought to  
13 be pursued by the Designating Party whose Protected Material may be affected. If  
14 the Designating Party timely seeks a protective order, the Party served with the  
15 subpoena or court order shall not produce any information designated in this action  
16 as “CONFIDENTIAL” before a determination by the court from which the  
17 subpoena or order issued, unless the Party has obtained the Designating Party’s  
18 permission. The Designating Party shall bear the burden and expense of seeking  
19 protection in that court of its confidential material and nothing in these provisions  
20 should be construed as authorizing or encouraging a Receiving Party in this Action  
21 to disobey a lawful directive from another court.  
22

23           11.   A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
24                   PRODUCED IN THIS LITIGATION

25                   (a)   The terms of this Order are applicable to information produced  
26 by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
27 information produced by Non-Parties in connection with this litigation is protected  
28 by the remedies and relief provided by this Order. Nothing in these provisions

1 should be construed as prohibiting a Non-Party from seeking additional  
2 protections.

3 (b) In the event that a Party is required, by a valid discovery  
4 request, to produce a Non-Party's confidential information in its possession, and  
5 the Party is subject to an agreement with the Non-Party not to produce the Non-  
6 Party's confidential information, then the Party shall:

7 (1) Promptly notify in writing the Requesting Party and the  
8 Non-Party that some or all of the information requested is subject to a  
9 confidentiality agreement with a Non-Party;

10 (2) Promptly provide the Non-Party with a copy of the  
11 Stipulated Protective Order in this Action, the relevant discovery request(s), and a  
12 reasonably specific description of the information requested; and

13 (3) Make the information requested available for inspection  
14 by the Non-Party, if requested.

15 (c) If the Non-Party fails to seek a protective order from this court  
16 within 14 days of receiving the notice and accompanying information, the  
17 Receiving Party may produce the Non-Party's confidential information responsive  
18 to the discovery request. If the Non-Party timely seeks a protective order, the  
19 Receiving Party shall not produce any information in its possession or control that  
20 is subject to the confidentiality agreement with the Non-Party before a  
21 determination by the court. Absent a court order to the contrary, the Non-Party  
22 shall bear the burden and expense of seeking protection in this court of its  
23 Protected Material.

24  
25 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

26 If a Receiving Party learns that, by inadvertence or otherwise, it has  
27 disclosed Protected Material to any person or in any circumstance not authorized  
28 under this Stipulated Protective Order, the Receiving Party must immediately (a)

1 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
2 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
3 the person or persons to whom unauthorized disclosures were made of all the terms  
4 of this Order, and (d) request such person or persons to execute the  
5 “Acknowledgment an Agreement to Be Bound” attached hereto as Exhibit “A.”

6 13. INADVERTENT PRODUCTION OF PRIVILEGED OR  
7 OTHERWISE PROTECTED MATERIAL

8 When a Producing Party gives notice to Receiving Parties that certain  
9 inadvertently produced material is subject to a claim of privilege or other  
10 protection, the obligations of the Receiving Parties are those set forth in Federal  
11 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
12 whatever procedure may be established in an e-discovery order that provides for  
13 production without prior privilege review. Pursuant to Federal Rule of Evidence  
14 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
15 of a communication or information covered by the attorney-client privilege or  
16 work product protection, the parties may incorporate their agreement in the  
17 stipulated protective order submitted to the court.

18 14. MISCELLANEOUS

19 14.1 Right to Further Relief. Nothing in this Order abridges the right  
20 of any person to seek its modification by the Court in the future.

21 14.2 Right to Assert Other Objections. By stipulating to the entry of  
22 this Protective Order, no Party waives any right it otherwise would have to object  
23 to disclosing or producing any information or item on any ground not addressed in  
24 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
25 any ground to use in evidence of any of the material covered by this Protective  
26 Order.  
27  
28

1           14.3 Filing Protected Material. A Party that seeks to file under seal  
2 any Protected Material must comply with Local Civil Rule 79-5. Protected  
3 Material may only be filed under seal pursuant to a court order authorizing the  
4 sealing of the specific Protected Material. If a Party's request to file Protected  
5 Material under seal is denied by the court, then the Receiving Party may file the  
6 information in the public record unless otherwise instructed by the court.

7           15. FINAL DISPOSITION

8           After the final disposition of this Action, as defined in paragraph 6, within  
9 60 days of a written request by the Designating Party, each Receiving Party must  
10 return all Protected Material to the Producing Party or destroy such material. As  
11 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
12 compilations, summaries, and any other format reproducing or capturing any of the  
13 Protected Material. Whether the Protected Material is returned or destroyed, the  
14 Receiving Party must submit a written certification to the Producing Party (and, if  
15 not the same person or entity, to the Designating Party) by the 60-day deadline that  
16 (1) identifies (by category, where appropriate) all the Protected Material that was  
17 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
18 copies, abstracts, compilations, summaries or any other format reproducing or  
19 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
20 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
21 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
22 and trial exhibits, expert reports, attorney work product, and consultant and expert  
23 work product, even if such materials contain Protected Material. Any such archival  
24 copies that contain or constitute Protected Material remain subject to this  
25 Protective Order as set forth in Section 6 (DURATION).

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## 16. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: June 25, 2025

  
JOHN D. EARLY  
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under  
penalty of perjury that I have read in its entirety and understand the Protective  
Order that was issued by the United States District Court for the Central District of  
California in the case of *Brian McMillan v. Doug Cirbo*, et al., Case No. 8:25-cv-  
00425-SRM (JDEx). I agree to comply with and to be bound by all the terms of  
this Protective Order and I understand and acknowledge that failure to so comply  
could expose me to sanctions and punishment in the nature of contempt. I solemnly  
promise that I will not disclose in any manner any information or item that is  
subject to this Stipulated Protective Order to any person or entity except in strict  
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District  
Court for the Central District of California for the purpose of enforcing the terms  
of this Stipulated Protective Order, even if such enforcement proceedings occur  
after termination of this action. I hereby appoint \_\_\_\_\_  
[print or type full name] of \_\_\_\_\_ [print  
or type full address and telephone number] as my California agent for service of  
process in connection with this action or any proceedings related to enforcement of  
this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_